sewer is not an incumbrance, since it is a benefit rather than a burden. *First Unitarian Society of Iowa* v. *Citizens Saving, etc., Iowa City* (Ia.), 142 N. W. 87.

There is great diversity of opinion on the question of whether or not a general covenant against incumbrances in a deed of real estate is broken by the existence upon the land of actual physical conditions, apparent and permanent and irremediable, the courts being about evenly divided. And many courts reach the same conclusion by entirely different lines of argument. Apparently it is settled that the existence of a private easement, such as a right of way, dam, etc., although known to the vendee, is a breach of covenant against incumbrances for which damages may be recovered, since, the easement being private, the vendee may presume that the vendor will remove it under his covenant, precisely as in the case of a pecuniary incumbrance. *Huyck* v. *Andrews,* 113 N. Y. 81, 20 N. E. 581, 10 Am. St. Rep. 432, 3 L. R. A. 789; *Perry* v. *Williamson* (Tenn.), 47 S. W. 189; *Russ* v. *Steele,* 40 Vt. 310. A public easement also, such as a highway, is held by many courts to constitute a breach of a general covenant against incumbrances, regardless of whether or not such easement was known by the vendee to exist; and the fact that the easement may really be beneficial to the vendee is held not to make it any the less an incumbrance, but merely to reduce the damages recoverable for the breach. *Copeland* v. *McAdory,* 100 Ala. 553, 13 So. 545; *Hubbard* v. *Norton,* 10 Conn. 422; *Beach* v. *Miller,* 51 Ill. 206, 2 Am. Rep. 290; *Quick* v. *Taylor,* 113 Ind. 540, 16 N. E. 588; *Kellogg* v. *Ingersoll,* 2 Mass. 97; *Kellogg* v. *Malin,* 50 Mo. 496, 11 Am. Rep. 426; *Haynie* v. *Am. Trust Inv. Co.* (Tenn.), 39 S. W. 860; *Butler* v. *Gale,* 27 Vt. 739; *Smith* v. *White* (W. Va.), 78 S. E. 378. Other courts, however, hold that where there is an irremediable public easement in the form of a physical condition known to both parties, there is no breach of covenant against incumbrances, since the parties must be presumed to have taken the easement into consideration in fixing the purchase price. Some courts reach the same holding by considering the public highway, etc., to be a benefit and hence no incumbrance. *Desvergers* v. *Willis,* 56 Ga. 515, 21 Am. Rep. 289; *Schurger* v. *Moorman,* 20 Idaho 97, 117 Pac. 122; *Stuhr* v. *Butterfield,* 151 Ia. 736, 130 N. W. 897; *Holmes* v. *Danforth,* 83 Me. 139, 21 Atl. 845; *Janes* v. *Jenkins,* 34 Md. 1; *Bacharach* v. *Von Eiff,* 74 Hun. 533, 26 N. Y. Supp. 842; *Ake* v. *Mason,* 101 Pa. St. 17; *Jordan* v. *Eve,* 31 Gratt. (Va.) 1; *Smith* v. *Hughes,* 50 Wis. 620, 7 N. W. 653. And in Virginia it has been held that such an irremediable public easement unknown to both parties at the time of the sale constitutes a breach of the covenant against incumbrances, since, being unknown, it could not possibly have been held in mind by the parties in fixing the purchase price. *Trice* v. *Kayton,* 84 Va. 217, 4 S. E. 377.

CRIMINAL CONVERSATION—DEFENSES—CONFLICT OF LAWS.—Plaintiff deserted his wife in New York. She moved to South Dakota and, after acquiring a domicil there, obtained a divorce from plaintiff, without either personal service upon him in that state, or appearance by him.

Then she married defendant. Subsequently plaintiff brought an action against defendant in New York for criminal conversation. *Held,* the divorce is no defense to the action. *Berney* v. *Adriance,* 142 N. Y. Supp. 748 (App. Div.).

A divorce granted in a state, not the domicil of matrimony, to a citizen thereof, without personal service upon the defendant within the state and without appearance by him, is valid as fixing the status of the plaintiff within that state. *Maynard* v. *Hill,* 125 U. S. 190. But such a divorce is not entitled to full faith and credit in other states. *Haddock* v. *Haddock,* 201 U. S. 562. It is usually recognized in most jurisdictions through comity. MINOR, CONFL. LAWS, 203. In New York it is not recognized as effectual for any purpose. *Winston* v. *Winston,* 165 N. Y. 553, 59 N. E. 273.

As the judgment in the principal case was not to enforce a penalty, it seems that, under the full faith and credit clause of the Federal Constitution, an action upon it could be maintained in South Dakota, notwithstanding it could not have been obtained there. *Huntington* v. *Attrill,* 146 U. S. 657; *Fauntleroy* v. *Lum,* 210 U. S. 230. The novel but correct result is that South Dakota would be obliged to treat the divorce granted by its own court as invalid.

DANGEROUS PREMISES—ATTRACTIVE TO CHILDREN—LIABILITY.—A manufacturing company maintained a transformer house near a school on the same premises. Within the former were heavily charged electric wires placed near a window, which was protected by a network of slats having interstices of two or three inches. The children had been warned not to go near the transformer house. A nine-year old school boy, who could not reach the wires from the ground, climbed up to the window, thrust his hand through an opening between the slats, seized the wires and was injured. *Held,* the company is liable. *Hayes* v. *So. Pr. Co.* (S. C.), 78 S. E. 956.

The doctrine of attractive danger alone can account for this decision. The underlying principle of law is that when one keeps on his premises a dangerous and attractive machine or other agency, under circumstances which naturally tend to allure children of immature judgment, and to induce them to believe that they are at liberty to enter and handle it, such maintenance is tantamount to an implied invitation to enter and play with such agency. *Smalley* v. *Rio Grande Western R. Co.,* 34 Utah 423, 98 Pac. 311. When one maintains such an allurement on his premises he must use ordinary care to protect children from harm. *Brown* v. *Salt Lake City,* 33 Utah 222, 93 Pac. 570, 14 L. R. A. (N. S.) 619; *Bransom's Adm'r* v. *Labrot,* 81 Ky. 638, 50 Am. Rep. 193; *Kopplekom* v. *Colo. Cement Pipe Co.* (Colo.), 54 L. R. A. 284.

In those jurisdictions where this doctrine is accepted the tendency of the courts is to limit rather than to extend it. *Mayfield Water & L. Co.* v. *Webb's Adm'r* (Ky.), 111 S. W. 712, 18 L. R. A. (N. S.) 179; *Simonton* v. *Citizen's Elec. L. & P. Co.,* 28 Tex. Civ. App. 376, 67 S. W. 530; *Sullivan* v. *Huidekoper,* 27 App. D. C. 154, 5 L. R. A (N. S.) 263. Such proprietors are held liable where the attractive danger is near